

1 GREGORY L. WILDE, ESQ.  
Nevada Bar No. 004417  
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4 208 South Jones Boulevard  
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6 bk@wildelaw.com

E-filed on

7/18/07

7 Attorneys for Secured Creditor  
MORTGAGE CAPITAL RESOURCES CORP., ITS SUCCESSORS AND ASSIGNS,  
8 Client No.: 8803-01162 / GW No.:

9  
10 **UNITED STATES BANKRUPTCY COURT**  
11 **DISTRICT OF NEVADA, RENO DIVISION**

12  
13 In Re:

BK-N-05-51892-MKN

14 STACEY L. MILDON,

Date: (NO HEARING REQUIRED)  
Time: (NO HEARING REQUIRED)

15  
16 Debtor(s).

Chapter 13

17 **DECLARATION RE BREACH OF CONDITION**

18  
19 STATE OF Minnesota )  
20 )ss.  
21 COUNTY OF Dakota )

22 I, DORY GOEBEL, declare and state:

23 1. As to the following facts, I know them to be true of my personal knowledge, and i  
24 called upon to testify in this action, they could and would testify competently thereto.

25 ///

26 ///

2. I am a Bankruptcy Manager for Fidelity National Foreclosure and Bankruptcy Solutions, Attorney in Fact for HSBC Mortgage Services, servicing agent for Mortgage Capital Resources Corp., its successors and assigns, Secured Creditor herein, and am most familiar with the loan and the ongoing litigation.

3. The real property subject to the Trust Deed is commonly described as 135 Cedar Street, Fernley, Nevada 89408.

4. I have examined the document entitled "Order Regarding Adequate Protection", a copy of which is attached hereto and marked as Exhibit "A" and incorporated herein by this reference, and am representing my client's personal knowledge as to whether the Debtor has complied with the requirements of said Order.

5. Pursuant to the aforementioned Order, the Debtor would have fifteen (15) days from the date of this Declaration in which to cure the delinquencies due. If upon the 16<sup>th</sup> (16<sup>th</sup>) day, Debtor has failed to so cure those delinquencies, the automatic Stay Order would be vacated and extinguished as to this Secured Creditor.

6. As of the date of this Declaration and as evidenced by the payment history marked as Exhibit "B", the Debtor has not made the payments as required by the aforementioned Order. The Debtor is presently past due as follows:

a.	1 Monthly payments at \$677.36 each (June 20, 2007)	\$677.36
b.	1 Stipulated payments at \$271.81 (June 20, 2007)	\$271.81
d.	Attorneys Fees	<u>\$50.00</u>
	Total Reinstatement	\$999.17

7. Debtors are responsible for the subsequent payments that will become due during this Breach period:

a.	1 Monthly payment at \$677.36 each (July 20, 2007)	\$677.36
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1 8. Due to Debtor's failure to timely and properly comply with the Order as set for  
2 hereinabove, Secured Creditor has been forced to incur additionally attorneys' fees to obtain relief  
3 from the Stay Order to take possession of its real property.

4 9. These attorneys' fees are in addition to attorneys' fees incurred prior to the  
5 non-compliance and are now owing to Secured Creditor from Debtor pursuant to the Trust Deed

6 10. Should the Debtor cure the default, the Debtor must forward the funds to:

7 **HSBC MORTGAGE SERVICES, INC.**  
8 **Attn: Cash Processing**  
9 **636 Grand Regency Blvd.**  
10 **Brandon, FL 33510**

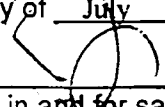
11 11. If Counsel represents you, please note that under the Supreme Court Rules of  
12 the State of Nevada, we are absolutely PROHIBITED from speaking directly with you in  
13 regards to this Breach. You should contact your attorney for any advice on curing this default.  
14 If you believe this default to be in error then you MUST have your attorney contact us prior to  
15 the deadline for payment or an Order may be entered against you. We are not at liberty to  
16 make additional deals with you on restructuring the payments beyond what has already been  
17 agreed to. If you have any questions on this matter, you must contact your attorney.

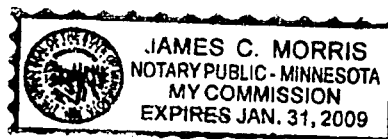
18 I declare under penalty of perjury that the foregoing is true and correct.

19  
20   
Dory Goebel

Manager

21 SUBSCRIBED and SWORN to before me  
22 this 17 day of July, 2007

23   
24 Notary Public in and for said  
25 State and County  
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EXHIBIT "A"



Entered on Docket  
March 20, 2007

A handwritten signature in black ink, appearing to read "Mike K. Nakagawa", is positioned above the judge's name.

Hon. Mike K. Nakagawa  
United States Bankruptcy Judge

WILDE HANSEN, LLP  
Gregory L. Wilde, Esq.  
Nevada Bar No. 004417  
Marianne Gatti, Esq.  
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E-filed on 3/16/07

Attorneys for Secured Creditor  
MORTGAGE CAPITAL RESOURCES CORP.,  
ITS SUCCESSORS AND ASSIGNS  
Client No.: 3803-01020

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA, RENO DIVISION**

In Re:

STACEY L. MILDON.

Debtor.

BK-N-05-51892-MKN  
Date: March 23, 2007  
Time: 1:30 p.m.

Chapter 13

**ORDER RE ADEQUATE PROTECTION**

Secured Creditor's Motion for Relief from the Automatic Stay having come on for  
hearing in the above-entitled Court, with GREGORY L. WILDE, ESQ. of the law firm of

1 Wilde Hansen, LLP., appearing on behalf of Secured Creditor, SEAN P. PATTERSON  
 2 appearing on behalf of Debtor, argument having been heard, and based upon all the papers  
 3 and pleadings on file herein and good cause appearing therefor.

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5 ///

6 ///

7 IT IS HEREBY ORDERED, ADJUDGED and DECREED that the debtor will cure the  
 8 post-petition arrearages currently due as follows:

9	1 Partial Monthly Payment at \$592.08	\$592.08
	(February 1, 2007)	
10	1 Monthly Payment at \$677.36	\$677.36
	(March 1, 2007)	
11	Less Suspense	(\$438.56)
12	Motion Filing Fee	\$150.00
	Attorneys Fees	<u>\$650.00</u>
13	Total Arrearages	\$1,630.88

14 The above arrearages shall be paid in six (6) monthly installments of \$271.81.  
 15 These payments shall be in addition to the regular monthly payment and shall be due on or  
 16 before the 20<sup>th</sup> day of the month commencing with the April 20, 2007 payment and  
 17 continuing throughout and concluding on or before September 20, 2007.

18 IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Debtor shall resume  
 19 and maintain the regular monthly payments in a timely fashion, outside of any Bankruptcy  
 20 Plan, beginning with the April 1, 2007 payment, on Secured Creditor's Trust obligation,  
 21 encumbering the subject Property, generally described as 135 Cedar Street, Fernley,  
 22 Nevada 89408, and legally described as follows:

23 LOT 9 IN BLOCK B AS SHOWN ON THE MAP OF LUCKY BEE SUBDIVISION FILED  
 24 IN THE OFFICE OF THE COUNTY RECORDER OF LYON COUNTY, NEVADA, ON  
 25 JAN 13, 1964, AS DOCUMENT 87896.  
 A.P.N. #20-061-09

26 IT IS FURTHER ORDERED, ADJUDGED and DECREED that if the Debtor fails to  
 make any payments as stated in this Order, or fail to maintain the regular monthly

1 payments on Secured Creditor's Trust Deed obligation, allowing the normal grace period,  
2 then Secured Creditor may file and serve upon Debtor and Debtor's counsel, a fifteen (15)  
3 Day Notice Declaration Re Breach of Condition. For each such Declaration Re Breach of  
4 Condition filed, there shall be assessed an attorney fees of \$75.00, to be paid by the  
5 Debtor upon any reinstatement. If upon the sixteenth (16th) day Debtor has failed to cure  
6 the delinquency, then

7 Secured Creditor may submit to this Court an Order vacating the automatic stay as to  
8 Secured Creditor, and Secured Creditor may thereafter proceed with foreclosure  
9 proceedings upon the subject Property, pursuant to applicable State Law, and take any  
10 action necessary to obtain complete possession thereof.

11 In the event it is necessary for Movant to give three demand letters under this  
12 Stipulation, and notwithstanding the Debtor's respective cure of each default within the  
13 Grace Period after said demand letters, then upon the fourth event of default, Movant  
14 may immediately file and serve a declaration under penalty of perjury specifying the  
15 default, together with a proposed order terminating the stay, which the Court may grant  
16 without further notice or hearing;

17 Any check tendered to Movant by Debtor for any payment hereunder which is  
18 returned by the Debtor's bank for any reason including, but not limited to, non-  
19 payment, shall be considered a default and shall not be deemed a timely payment.

20 In the event this case is converted to another chapter, this Stipulation shall  
21 terminate;

22 The foregoing terms and conditions shall be binding only during the pendency of  
23 this bankruptcy case. If, at any time, the stay is terminated with respect to the subject  
24 real property by the court or by operation of law or if a discharge is entered, or the case  
25 is dismissed, the foregoing terms and conditions shall cease to be binding and Movant  
26 may proceed to enforce its remedies under applicable non-bankruptcy law against the  
property and/or against the Debtors.

In the event the Debtor fails to comply with the terms of this Stipulation, and an Order for Relief is entered by this Court (the "Order") , said Order shall be binding and effective in any bankruptcy case commenced by or against the Debtor for a period of one-hundred eighty (180) days from the date of entry of the Order.

///  
///

This Stipulation may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Facsimile signatures shall be treated as originals.

IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2007.

Submitted by:  
WILDE HANSEN, LLP

By *Gregory L. Wilde*  
GREGORY L. WILDE, ESQ.  
Attorneys for Secured Creditor  
208 South Jones Boulevard  
Las Vegas, Nevada 89107

APPROVED AS TO FORM & CONTENT:

William Van Meter

By *see attached*  
William Van Meter  
Chapter 13 Trustee  
POB 6630  
Reno, NV 89513

Sean P. Patterson

By *Sean P. Patterson*  
Sean P. Patterson  
Attorney for Debtor  
458 Court Street  
Reno, NV 89501  
Nevada Bar No. *5736*




In the event the Debtor fails to comply with the terms of this Stipulation, and an Order for Relief is entered by this Court (the "Order"), said Order shall be binding and effective in any bankruptcy case commenced by or against the Debtor for a period of one-hundred eighty (180) days from the date of entry of the Order.

This Stipulation may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Facsimile signatures shall be treated as originals.

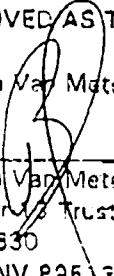
IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2007.

Submitted by:  
WILDE HANSEN, LLP

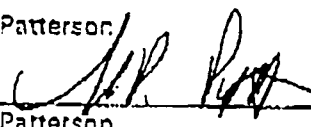
By   
GREGORY L. WILDE, ESQ.  
Attorneys for Secured Creditor  
208 South Jones Boulevard  
Las Vegas, Nevada 89107

APPROVED AS TO FORM & CONTENT:

William Van Meter

By   
William Van Meter  
Chapter 13 Trustee  
POB 6630  
Reno, NV 89513

Sean P. Patterson

By   
Sean P. Patterson  
Attorney for Debtor  
458 Court Street  
Reno, NV 89501  
Nevada Bar No. 5736

**CERTIFICATE OF SERVICE**

1. On July 18, 2007, I served the following documents(s) *(specify)*:

Notice of Declaration Re Breach of Condition

2. I served the above-named document(s) by the following means to the persons as listed below:

*(Check all that apply)*

■ **a. ECF System** *(You must attach the "Notice of Electronic Filing", or list all persons and addresses and attach additional paper if necessary)*

Sean P. Patterson, Esq. at illegalpat@aol.com, Debtor's counsel

William Van Meter at c13ecf@nvbel.net, Chapter 13 trustee

■ **b. United States mail, postage fully prepaid** *(List persons and addresses. Attach additional paper if necessary)*

DEBTOR

STACEY L. MILDON  
P.O. Box 281  
Fernley, NV 89408

STACEY L. MILDON  
135 Cedar Street  
Fernley, NV 89408

DEBTOR'S ATTORNEY

SEAN P. PATTERSON  
458 Court Street  
Reno, NV 89501

c. Personal Service *(List persons and addresses. Attach additional paper if necessary)*

I personally delivered the document(s) to the persons at these addresses:

For a party represented by an attorney, delivery was made by handing the document(s) to the attorney's office with a clerk or other person in charge, or if no one is in charge by leaving the document(s) in a conspicuous place in the office.

For a party, delivery was made by handing the document(s) to the party or by leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.

**d. By direct mail (as opposed to through the ECF System)**

*(List persons and email addresses. Attach additional paper if necessary)*

Based upon the written assignment of the parties to accept service by email or a court order, I caused the document(s) to be sent to the persons at the mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**e. By fax transmission** *(List persons and fax numbers. Attach additional paper if necessary)*

Based upon the written assignment of the parties to accept service by fax transmission or a court order, I faxed the document(s) to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission is attached.

**f. By messenger** *(List persons and addresses. Attach additional paper if necessary)*

I served the document(s) by placing them in an envelope or package addressed to the persons at the addresses listed below and providing them to a messenger for service. *(A declaration by the messenger must be attached to this Certificate of Service).*

**I declare under penalty of perjury that the foregoing is true and correct.**

Signed on *(date)*: July 18, 2007

Rolanda Quinn

(NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)